

NOTE: If you wish to address the MWD Board of Directors during discussion of an agenda item, or during the PUBLIC FORUM, please complete a Speaker Request card (blue in color) and give it to the Board Secretary. Unless a detailed presentation of an agenda item is required by the Board of Directors, it is requested that each speaker limit comments to FIVE MINUTES. All testimony given before the Board of Directors is tape recorded.

A G E N D A
BIG BEAR MUNICIPAL WATER DISTRICT

BOARD OF DIRECTORS
Regular Meeting
October 7, 2010

PLACE: Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA 92315

Next Resolution Number: 2010- 06

OPEN SESSION: 1:00 P.M.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. DISCUSSION AND ACTION ON CLOSED SESSION ITEMS**
- 4. REPORTS**
 - A. General Manager
 - B. Lake Manager
 - C. Legal
 - D. Committee
 - E. Other
- 5. CONSENT CALENDAR**
 - A. Minutes of a Regular Meeting of September 16, 2010
 - B. Warrant List Dated October 1 for \$75,800.91
 - C. Consider Approval of a Resolution of the Board of Directors of Big Bear Municipal Water District requesting a grant of two floating restrooms from the Department of Boating and Waterways for the installation of floating restrooms at Big Bear Lake
- 6. BUSINESS**
 - A. Discussion Only, Program EIR for Lake Dredge Projects – Project Areas
 - B. Consider Approval of Consultant Agreement for Simon Wong Engineers to prepare Plans, Specifications, and Cost Estimate for the replacement Dam Service Bridge Construction Project

7. **PUBLIC FORUM**
(The Board will receive comments from the public on items not on the agenda; no action is permitted on these items. Time set aside not to exceed 30 minutes total by all participants)
8. **ANNOUNCEMENTS**
9. **DIRECTOR COMMENTS**
10. **ADJOURNMENT TO CLOSED SESSION**
11. **CLOSED SESSION**
 - A. Confer with real property negotiator re: APN NO 2328-202-15, 2328-202-08
District Negotiator - Scott Heule
12. **ADJOURNMENT**

NEXT MEETING: Open Session at 1:00 P.M.
Thursday, October 21, 2010
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

***MINUTES OF A REGULAR MEETING OF
BIG BEAR MUNICIPAL WATER DISTRICT
HELD ON THURSDAY, SEPTEMBER 16, 2010***

CALL TO ORDER

President Fashempour called the Open Session to order at 1:00 PM. Those in attendance included Director Eminger, Director Suhay, Director Smith, Director Murphy, District Counsel Wayne Lemieux (via Skype), General Manager Scott Heule, Lake Manager Mike Stephenson, and Board Secretary Vicki Sheppard.

REPORTS

General Manager, Scott Heule reported releases to San Bernardino Valley Municipal Water District ended shortly after Labor Day. He commented that as Don Evenson of MWH predicted the lake level was at four feet below full at Labor Day. He explained that they had difficulty regulating the ramp down to only 0.2 cfs/day because it is such a small number. He added that as we move towards a revised agreement with Muni for emergency storage in the Lake we will need to add some additional control and measurement options. He explained that some combination of a higher capacity weir at Station B or adding an 8-inch metered discharge pipe could help us do this. He stated that we will need to secure an okay from California Department of Fish & Game and USFS for ramp downs associated with larger release rates for a future revised In-Lieu agreement with Muni. Mr. Heule reported that the contractor working on the dam is no longer being paid by the State. He stated that Rob Richardson, Flatirons project superintendant, says they hope to open the new bridge mid December and plan on removing the old bridge from the dam in January. Mr. Heule explained that this all raises several issues including how little time is left to design a replacement bridge and secure approvals from DSOD for any construction activity on Bear Valley Dam. He stated that according to DSOD the dam owner must submit plans to them for review and it typically takes 3-4 months to secure their approvals. He added that this morning, during a meeting at the Chamber of Commerce Government Affairs Committee, he spoke with Larry Broedow, State Senator Dutton's Field Representative. He explained to him our ongoing discussions with Caltrans about commitments for funding the replacement service bridge. He added that Mr. Broedow would ask the Senator if he wanted to help us out on this matter. Mr. Heule explained that he also drafted a lengthy email message to Bryce Johnston (adding that all of the Directors were copied) that explains these bridge related issues and also describes the ramifications associated with old bridge removal without constructing a replacement bridge right away. He added that the utilities that control and monitor the service spillway gates will need to be moved to the downstream side of the dam and then protected from the weight of snow and ice until they can be incorporated into the design of the replacement bridge. He explained that this is a more complex issue than Caltrans anticipated. Director Suhay stated that he believes that the contractor should not remove the bridge yet adding that anything that is done on the dam should come to the Board first. He expressed his concern about the possible lack of access to the dam if the bridge was removed and not immediately replaced. Director Smith agreed adding that the District couldn't gain access to the dam in case of an emergency or for releases. Director Suhay added that a letter of support from DSOD would be helpful. Mr. Heule explained that DSOD does not have a requirement that we have a bridge over the dam adding that no one can touch the dam without our approval. District Counsel Wayne Lemieux joined the meeting at 1:14 pm via Skype.

Lake Manager, Mike Stephenson reported on his trip to Idaho and Montana studying effectiveness of various weed treatment herbicides. He explained that the trip was very valuable and educational thanking the Board for allowing him to go. He stated that staff will be harvesting weeds a couple more days and then they are done. Mr. Stephenson commented that this coming weekend is Aaron's Bass Tournament. He explained that Fish & Game has planted many fish. He also commented on the upcoming TroutFest tournament October 2nd and 3rd. Director Eminger asked how many signups there were so far. Mr. Stephenson said he hadn't checked recently but in the middle of August there were 650 and he anticipates it will get to 1000. He reported on the recent algae treatment. He commented on the recent limnological report. He added that the aeration system is turned off now and the destratification unit is on. Mr. Stephenson read a letter from one of the children who participated in the Kool Kids program adding that the letter shows the value of the program. He also reported on his trip to Phoenix to get the backhoe adding that it is a very nice piece of equipment. He explained that he was bidding with on-line participants but he feels having been there in person to see the piece of equipment first hand was a definite benefit. He added that the District saved on transportation charges by sending our old backhoe back at the same time the new one was delivered.

District Counsel Wayne Lemieux reported that in the last closed session the Board directed management to make an offer on real property. He added that his office will be relocated to their new facility by the next Board meeting.

President Fashempour reported that it was decided by the Budget & Finance Committee and then the Administrative Committee that the President, Vice President, and the General Manager would attend the ACWA Conference. She added that Director Suhay, General Manager Heule and she would be attending ACWA and she also would be attending the JPIA portion of the conference.

APPROVAL OF CONSENT CALENDAR

Upon a motion by Director Murphy, seconded by Director Suhay, the following consent items were unanimously approved:

- Minutes of a Regular Meeting of September 2, 2010
- Warrant List Dated September 13 for \$71,244.30

HYBL SEAWALL, APPROVE BIOLOGICAL STUDY AND FILING OF CATEGORICAL EXEMPTION

Mr. Heule stated that the District is the lead agency on any project proposed for the shorezone or lake bottom alteration. He reported that Gary Hybl proposes to build a 90 foot long seawall at the Lake edge on his property at 39342 Aurora Road on the northwest side of Metcalf Bay. He explained that Mr. Hybl submitted a biological review of the site in January 2010 along with a draft notice of exemption from CEQA. He added that the District turned the report and document over to Tom Dodson and Associates for review and advice and they concluded that before the District should accept the work the biological review should be conducted when the site was not covered in snow. Mr. Heule reported that a second survey was done in June 2010 and report prepared on July 12, 2010. He explained that the materials were again submitted for review by Tom Dodson and Associates and on July 19 they advised the District that based on the more recent biological survey and proposed work a categorical exemption (CE) from review under CEQA is the appropriate document for this work under section 15303, "New construction or conversion of small structures". He reported that the applicant has prepared all documentation needed for the District to process the Categorical Exemption and file the Notice of Exemption.

He commented that the Committee recommends that the Board make the finding that the Hybl seawall falls within the category defined for the exemption from review under CEQA and move to file the notice of exemption with the County of San Bernardino.

Director Eminger moved approval of the Hybl Seawall biological study and filing of a Notice of Exemption

Director Suhay seconded the motion and it was unanimously approved.

DISCUSSION AND POSSIBLE ACTION ON FORMATION OF MWD NON-PROFIT FOUNDATION

Mr. Heule reported that the Ad Hoc Committee reviewed a draft white paper describing objectives, duties and operation of a future MWD Foundation. He explained that the Committee indicates that the MWD Board should be looking to appoint Foundation Directors who are high caliber, quality people, who can and will bring their energy and expertise to support the programs and policies of the Big Bear Municipal Water District through volunteer work and fundraising. He added that the Committee recommends that each Board member submit a prioritized list of three or four potential candidates from their Division who they believe would make good Foundation Directors to the General Manager. He explained that the lists would be compiled and then distributed to the full Board for their consideration and after the full Board approves a list of up to ten candidates, Board members will ask their nominees to become members of the Foundation Board. Mr. Heule explained that if the approach that the MWD Foundation Ad-Hoc Committee has proposed is acceptable they recommend authorizing District Council to draft Foundation By-Laws and 501(C) 3 Non-profit filing paperwork and once the By-Laws have been prepared and conceptually approved by the MWD Board the Foundation Board would be asked to select a name and review and suggest any edits or modifications to the By-Laws for consideration by the MWD Board.

Director Eminger stated that he thinks it is a good idea generally but doesn't think this is the right time to do it. Director Murphy asked what it could hurt. Director Eminger stated that he thinks it is just a bad time. Director Suhay stated "what does the District have to lose by trying?" Director Smith states that he sides with Director Eminger adding that he feels it could be detrimental to solicit people to participate at this time when money is so tight because it may destroy those participants chances of participating at a later time when times are better. Director Murphy stated that if we chose the right people they could do it now. Director Smith commented that he doesn't know if he could find two people in his Division that would participate. Director Suhay stated that he has already gotten three calls from people expressing interest. President Fashempour asked if other Directors have gotten calls and only Director Murphy and Suhay have received calls so far. Director Smith expressed his concern with insurance issues. District Counsel Lemieux stated that there should be no problem and the District's insurance already covers this. Alan Sharp, Big Bear Marina, addressed the Board stating that he thinks it is a good idea adding that he thinks the Marina's should be allowed to participate adding that he doesn't think being a marina operator would be a conflict to participate. Mr. Sharp added that he would like to be involved. Director Murphy stated that if a Director was having problems getting two from their Division then possibly one of the other Directors knows someone they could suggest that Director contact. Director Suhay agreed adding that he thinks it is important that the participants represent all Divisions. President Fashempour expressed surprise that Director Eminger and Smith felt that way adding that she thinks the Foundation is a good idea and is in favor of it. Director Eminger reiterated that he thinks it is an overall good idea but that the time is not right. District Counsel Lemieux asked who is going to come up with a name for the Foundation. Director Suhay stated that the new foundation would come up with the name. Mr.

Lemieux explained that he could draft the papers for "ABC Company" and then file the papers when a name is created. Director Eminger asked if District staff had time for all of this. Mr. Heule explained that no staff would be involved except for him. Director Suhay added that the Foundation would not involve our staff or use District equipment. Director Eminger stated that he would like a different paper to give to prospective candidates. Director Suhay stated the paper describing the objectives, duties and operation of the foundation is just a draft and changes could be made to it adding that if any Director has suggestions for changes they should make them known so they can be refined. Mr. Heule stated that District Counsel should not be advised to proceed until the Board is certain that they want to go ahead with it. Director Eminger stated that he would like more time to decide. Director Smith agreed. Director Murphy stated that we probably should hold off until a future meeting to make a decision. President Fashempour stated no action will be taken at this time and the proposal will be presented to the Board again at the October 21st meeting.

District Counsel Lemieux remarked that there may be a Conroy hearing at the meeting on the 21st.

PUBLIC FORUM

Mr. Roy Brownie, Pleasure Point Marina, stated that he has concerns about canoes and kayaks that are being rented and launched in Boulder Bay Park. He explained that it is hurting Johnny's rental business from his marina. Mr. Heule reported that the City of Big Bear Lake operates Boulder Bay Marina.

ANNOUNCEMENTS

Mr. Heule reported that Director Murphy would be attending a Calpers program in October. He added that Mr. Stephenson would be attending weed school at UC Davis next week.

DIRECTOR COMMENTS

Director Murphy commented that he feels next year's weed program could be very exciting.

Mr. Heule reported that there is nothing to report or discuss in Closed Session.

ADJOURNMENT

There being no further business, the meeting was adjourned at 2:11 P.M.

NEXT MEETING

Open Session at 1:00 P.M.
Thursday, October 7, 2010
Big Bear Municipal Water District
40524 Lakeview Drive, Big Bear Lake, CA

Vicki Sheppard
Secretary to the Board
Big Bear Municipal Water District

(SEAL)

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 09/13/10
 Account 10010-00-001, Sessions 000000 to 002076**

**Active Sessions (Not Included in Report)
 001760, 001814, 001869, 001936, 002029**

Check	Payment / Vendor Information	Ck Date	Prty	Invoice	Session	Reference	Amount
Checking Account: 10010-00-001							
148604	ACWAJ / ACWA/JOINT POWERS	09/24/10	2	10012010	002069	INSURANCE	31116.00
ACWAJ Subtotal :							31116.00
148605	ALLPRO / All Protection Alarm Co.	09/24/10	2	59386	002069	FACILMAINT	35.00
148605		09/24/10	2	59623	002069	WESTMAINT	75.00
148605		09/24/10	2	59748	002069	FACILMAINT	30.00
148605		09/24/10	2	59929	002069	FACILMAINT	175.00
ALLPRO Subtotal :							315.00
148606	ALLVAL / ALL VALLEY ENVIRONMENTAL	09/24/10	2	23416	002069	PETRO-WAST	125.00
ALLVAL Subtotal :							125.00
148607	ATT785 / AT&T	09/24/10	2	09132010	002069	PHONE-LD	29.91
ATT785 Subtotal :							29.91
148608	BMARIN / Big Bear Marina	09/24/10	2	10311120	002069	PETRO-BOAT	885.40
148608		09/24/10	2	10311121	002069	PETRO-BOAT	1086.69
BMARIN Subtotal :							1972.09
148609	BUTCHR / Butcher's Block & Building Materi	09/24/10	2	29895	002069	AQUATDOCKS	11.08
148609		09/24/10	2	30177	002069	OSHA	82.87
148609		09/24/10	2	31544	002069	FACILMAINT	110.85
148609		09/24/10	2	31651	002069	EASTMAINT	38.02
148609		09/24/10	2	32366	002069	EASTMAINT	3.85
148609		09/24/10	2	32946	002069	WESTMAINT	14.46
148609		09/24/10	2	33069	002069	EASTMAINT	38.79
BUTCHR Subtotal :							299.92
148610	BVELEC / Bear Valley Electric	09/24/10	2	08312010	002069	UTIL-DAM	69.29
BVELEC Subtotal :							69.29
148611	BVPRIN / Bear Valley Printing	09/24/10	2	79963	002069	PRINTING	108.75
BVPRIN Subtotal :							108.75
148612	CALTRO / CALTROL	09/24/10	2	189594RI	002069	DAMMAINT	211.79
CALTRO Subtotal :							211.79
148613	CASH / Victoria Moore /Petty Cash	09/24/10	2	09232010	002069	PETTYCASH	220.38
CASH Subtotal :							220.38

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 09/13/10
 Account 10010-00-001, Sessions 000000 to 002076**

**Active Sessions (Not Included in Report)
 001760, 001814, 001869, 001936, 002029**

Check	Payment / Vendor Information	Ck Date	Prty	Invoice	Session	Reference	Amount
148614	CCONNE / CONNELLY PUMPING SERVICES	09/24/10	2	9837	002069	PORTABLES	290.28
148614		09/24/10	2	9839	002069	PORTABLES	255.33
148614		09/24/10	2	9840	002069	PORABLES	145.14
148614		09/24/10	2	9842	002069	PORTABLES	290.28
148614		09/24/10	2	9871	002069	PORTABLES	220.00
148614		09/24/10	2	9902	002069	SSPUMPING	165.00
						CCONNE Subtotal :	1366.03
148615	CLERK / Clerk of the Board of Supervisors	09/24/10	2	HYBL	002069	LEGLNOTICE	50.00
						CLERK Subtotal :	50.00
148616		09/24/10	2	CONTAMINAT	002069	CONTAMINAT	50.00
						CLERK Subtotal :	50.00
148617	COLA / Los Angeles Coca Cola BTL CO	09/24/10	2	2255097315	002069	COKEMACHNE	155.59
148617		09/24/10	2	2255097511	002069	COKEMACHNE	28.90
148617		09/24/10	2	2255098418	002069	COKEMACHNE	203.68
148617		09/24/10	2	2255098419	002069	COKEMACHNE	-31.43
						COLA Subtotal :	356.74
148618	COMPVI / Computer Village	09/24/10	2	118942	002069	COMPMAINT	100.00
148618		09/24/10	2	118960	002069	EQUIPMAINT	284.25
148618		09/24/10	2	118999	002069	SUBSCRIPTN	426.93
148618		09/24/10	2	119228	002069	COMPCONSLT	550.00
						COMPVI Subtotal :	1361.18
148619	CONTAI / Container Storage Solutions	09/24/10	2	092410EAST	002069	QUAGGA	67.97
148619		09/24/10	2	092410WEST	002069	QUAGGA	67.97
148619		09/24/10	2	10072010	002069	SHOPMAINT	108.75
						CONTAI Subtotal :	244.69
148620	COOLCA / BIG BEAR COOL CABINS	09/24/10	2	09182010	002069	SPEVNTDEPO	500.00
						COOLCA Subtotal :	500.00
148621	CSBISD / Information Services Department	09/24/10	2	10331	002069	AQUATIPLAN	500.00
						CSBISD Subtotal :	500.00
148622	DISH / Dish Network	09/24/10	2	09042010	002069	UTIL-MAIN	50.98

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 09/13/10
 Account 10010-00-001, Sessions 000000 to 002076**

**Active Sessions (Not Included in Report)
 001760, 001814, 001869, 001936, 002029**

Check	Payment / Vendor Information	Ck Date	Prty	Invoice	Session	Reference	Amount
						DISH Subtotal :	50.98
148623	DIVERS / Diversified Products, Inc.	09/24/10	2	10494417	002069	PATROLMANT	132.30
148623		09/24/10	2	10504655	002069	PATROLMANT	173.90
						DIVERS Subtotal :	306.20
148624	FAIRVI / FAIRVIEW FORD SALES, INC.	09/24/10	2	858587	002069	VEHICMAINT	37.19
						FAIRVI Subtotal :	37.19
148625	FEDRAL / Federal Express, Corp.	09/24/10	2	722077198	002069	SHIPPING	23.65
						FEDRAL Subtotal :	23.65
148626	HOLLOW / Holloway's Marina & RV Park	09/24/10	2	15542SS	002069	PATRLMAINT	101.72
						HOLLOW Subtotal :	101.72
148627	MCKELL / JEFF MCKELLIPS	09/24/10	2	04237	002069	PERMIT	85.00
						MCKELL Subtotal :	85.00
148628	MCMSTR / McMaster-Carr Supply Co.	09/24/10	2	65342219	002069	FACILMAINT	46.85
						MCMSTR Subtotal :	46.85
148629	MCOYBR / Mountain Water Company	09/24/10	2	18442	002069	UTIL-RAMPS	100.00
148629		09/24/10	2	18494	002069	UTIL-RAMPS	100.00
						MCOYBR Subtotal :	200.00
148630	MWH / MWH America, Inc.	09/24/10	2	1347389	002069	GENRLENGIN	4246.90
						MWH Subtotal :	4246.90
148631		09/24/10	2	1357114	002069	GENENGINRG	7793.97
						MWH Subtotal :	7793.97
148632	NAPA / McConnell Motor Parts Inc.	09/24/10	2	977535	002069	PETRO-BOAT	85.87
148632		09/24/10	2	977807	002069	ONROADMAIN	28.17
148632		09/24/10	2	978833	002069	OFFROADMNT	61.54
148632		09/24/10	2	978837	002069	OFFROADMNT	33.49
148632		09/24/10	2	978907	002069	OFFROADMNT	30.68
148632		09/24/10	2	979088	002069	OFFROADMNT	5.37
148632		09/24/10	2	982961	002069	ONROADMAIN	11.40
148632		09/24/10	2	983379	002069	OFFROADMNT	61.54

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 09/13/10
 Account 10010-00-001, Sessions 000000 to 002076**

**Active Sessions (Not Included in Report)
 001760, 001814, 001869, 001936, 002029**

<u>Check</u>	<u>Payment / Vendor Information</u>	<u>Ck Date</u>	<u>Prty</u>	<u>Invoice</u>	<u>Session</u>	<u>Reference</u>	<u>Amount</u>
148632		09/24/10	2	983387	002069	OFFROADMNT	-109.04
148632		09/24/10	2	984453	002069	QUAGGA	127.17
NAPA Subtotal :							336.19
148633	QUILL / Quill Corporation	09/24/10	2	7820828	002069	OFFICSUPPL	19.35
148633		09/24/10	2	7866116	002069	OFFICSUPPL	142.11
148633		09/24/10	2	7886245	002069	OFFCSUPPLS	202.15
148633		09/24/10	2	7886250	002069	ADMPRINTIN	344.51
148633		09/24/10	2	7892095	002069	OFFICSUPPL	159.52
148633		09/24/10	2	7916553	002069	ADMNPRINTG	246.63
QUILL Subtotal :							1114.27
148634	RDIOSH / RadioShack	09/24/10	2	521425	002069	ONROADMANT	8.68
148634		09/24/10	2	523524	002069	COMPMAINT	382.51
RDIOSH Subtotal :							391.19
148635	SQUEEG / Squeegee Clean Window Service	09/24/10	2	09162010	002069	FACILMAINT	50.00
SQUEEG Subtotal :							50.00
148636	STEPHE / Mike Stephenson	09/24/10	2	SAC2010	002069	TRAVELMGMT	53.15
STEPHE Subtotal :							53.15
148637	SWSTGS / Southwest Gas Corp	09/24/10	2	09152010B	002069	UTIL-RV	18.23
148637		09/24/10	2	09202010	002069	UTIL-MAIN	11.00
SWSTGS Subtotal :							29.23
148638	TERMIN / TERMINIX INTERNATIONAL	09/24/10	2	298405080	002069	FACILMAINT	41.00
TERMIN Subtotal :							41.00
148639	TRANST / TRANSTECH MAPCO CORPORATE OFFICE	09/24/10	2	1042-02	002069	CONTAMINAT	3025.00
TRANST Subtotal :							3025.00
148640	UPS / UPS	09/24/10	2	F33Y11370	002069	SHIPWATER	427.44
148640		09/24/10	2	F33Y11380	002069	SHIPPING	100.04
UPS Subtotal :							527.48
148641	VARTAN / MARK VARTANIAN	09/24/10	2	04277	002069	PERMIT	85.00
VARTAN Subtotal :							85.00
148642	VAUGHA / CYNTHIA VAUGHAN	09/24/10	2	07787	002069	PERMIT	85.00
VAUGHA Subtotal :							85.00
148643	VERIZO / Verizon California	09/24/10	2	09012010A	002069	PHONE-RAMP	46.90

**Big Bear Municipal Water District
 Computer & Manual Check Register
 Current and History Files, After 09/13/10
 Account 10010-00-001, Sessions 000000 to 002076**

**Active Sessions (Not Included in Report)
 001760, 001814, 001869, 001936, 002029**

<u>Check</u>	<u>Payment / Vendor Information</u>	<u>Ck Date</u>	<u>Prty</u>	<u>Invoice</u>	<u>Session</u>	<u>Reference</u>	<u>Amount</u>
148643		09/24/10	2	09012010B	002069	PHONE-MAIN	602.44
148643		09/24/10	2	09012010C	002069	PHONE-RAMP	48.57
148643		09/24/10	2	09012010D	002069	PHONE-MAIN	53.97
148643		09/24/10	2	09012010E	002069	PHONE-RAMP	44.91
148643		09/24/10	2	09132010-	002069	PHONE-MAIN	48.06
						VERIZO Subtotal :	844.85
148644	VERONL / VERIZON COMMUNICATIONS	09/24/10	2	09132010	002069	DSLOFFICE	159.95
						VERONL Subtotal :	159.95
148645		09/24/10	2	09132010B	002069	DSL CREEK	89.99
						VERONL Subtotal :	89.99
148646	VERWIR / VERIZON WIRELESS	09/24/10	2	0902573342	002069	PHONE-CELL	250.42
148646		09/24/10	2	0904501966	002069	PHONE-CELL	582.79
						VERWIR Subtotal :	833.21
148647	VOLVOP / Volvo Penta of the Americas, Inc.	09/24/10	2	411288	002069	PATROLMANT	794.45
148647		09/24/10	2	414401	002069	BOATMAINT	73.76
						VOLVOP Subtotal :	868.21
148648	WASTE / Solid Waste Management	09/24/10	2	047985	002069	FACILMAINT	271.46
						WASTE Subtotal :	271.46
148649	WEBER / Jim Weber	09/24/10	2	PO14663	002069	BOATMAINT	106.50
						WEBER Subtotal :	106.50
148650	BBELKS / Big Bear Lake Elks Lodge	09/28/10	2	PO14586	002075	TROUTFEST	100.00
						BBELKS Subtotal :	100.00
148651	MTLASS / Mt Lassen Trout Farms, Inc.	09/28/10	2	459	002075	TRTFSTFUND	15000.00
						MTLASS Subtotal :	15000.00
						Total For Check Account: 10010-00-001	75800.91
						Check Register Total :	75800.91

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: OCTOBER 7, 2010

AGENDA ITEM: 5C

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT OF TWO FLOATING RESTROOMS FROM THE DEPARTMENT OF BOATING AND WATERWAYS FOR THE INSTALLATION OF FLOATING RESTROOMS AT BIG BEAR LAKE

RECOMMENDATION:

The General Manager and the Facilities Committee (Directors Fashempour and Smith) recommend approval of this Resolution.

DISCUSSION/FINDINGS:

About 10 years ago the District was granted two floating restrooms for use on the Lake from the Department of Boating and Waterways. The Department is again granting the District restrooms to replace the old ones. The Committee recommends that the Board adopt the attached resolution of acceptance of the grant.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

RESOLUTION NO. 2010-06

RESOLUTION OF THE BOARD OF DIRECTORS OF BIG BEAR MUNICIPAL WATER DISTRICT REQUESTING A GRANT OF A TWO FLOATING RESTROOMS FROM THE DEPARTMENT OF BOATING AND WATERWAYS FOR THE INSTALLATION OF FLOATING RESTROOMS AT BIG BEAR LAKE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BIG BEAR MUNICIPAL WATER DISTRICT as follows:

WHEREAS, Big Bear Municipal Water District is desirous of installing floating restrooms at Big Bear Lake to meet the needs of the boaters and to provide public access to these facilities; and

WHEREAS, the Department of Boating and Waterways is authorized to provide grants to cities, counties, districts, and other public agencies for the installation of floating restrooms; and

WHEREAS, Big Bear Municipal Water District is willing to enter into an agreement to provide for the operation and maintenance of the proposed facilities at no cost to the State.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Big Bear Municipal Water District by adoption of this resolution hereby requests that the Department of Boating and Waterways provide a grant of a floating restroom at Big Bear Lake; and

BE IT FURTHER RESOLVED that the Big Bear Municipal Water District agrees to accept the grant and hereby authorizes the General Manager to sign the grant amendment and accept the grant for the purpose stated above.

PASSED, APPROVED AND ADOPTED BY the Big Bear Municipal Water District this 7th day of October 2010 by the following vote:

Ayes: _____
Noes: _____
Absent: _____

Paula Fashempour, President

ATTEST:

Vicki Sheppard
Secretary to the Board

(SEAL)

**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: OCTOBER 7, 2010

AGENDA ITEM: 6A

**SUBJECT: DISCUSSION ONLY, PROGRAM EIR FOR LAKE DREDGE PROJECTS –
PROJECT AREAS**

RECOMMENDATION:

The Lake Improvement Committee and General Manager recommend that the full Board discuss and direct Staff concerning program elements for consideration in a Program EIR for Lake Dredge Projects.

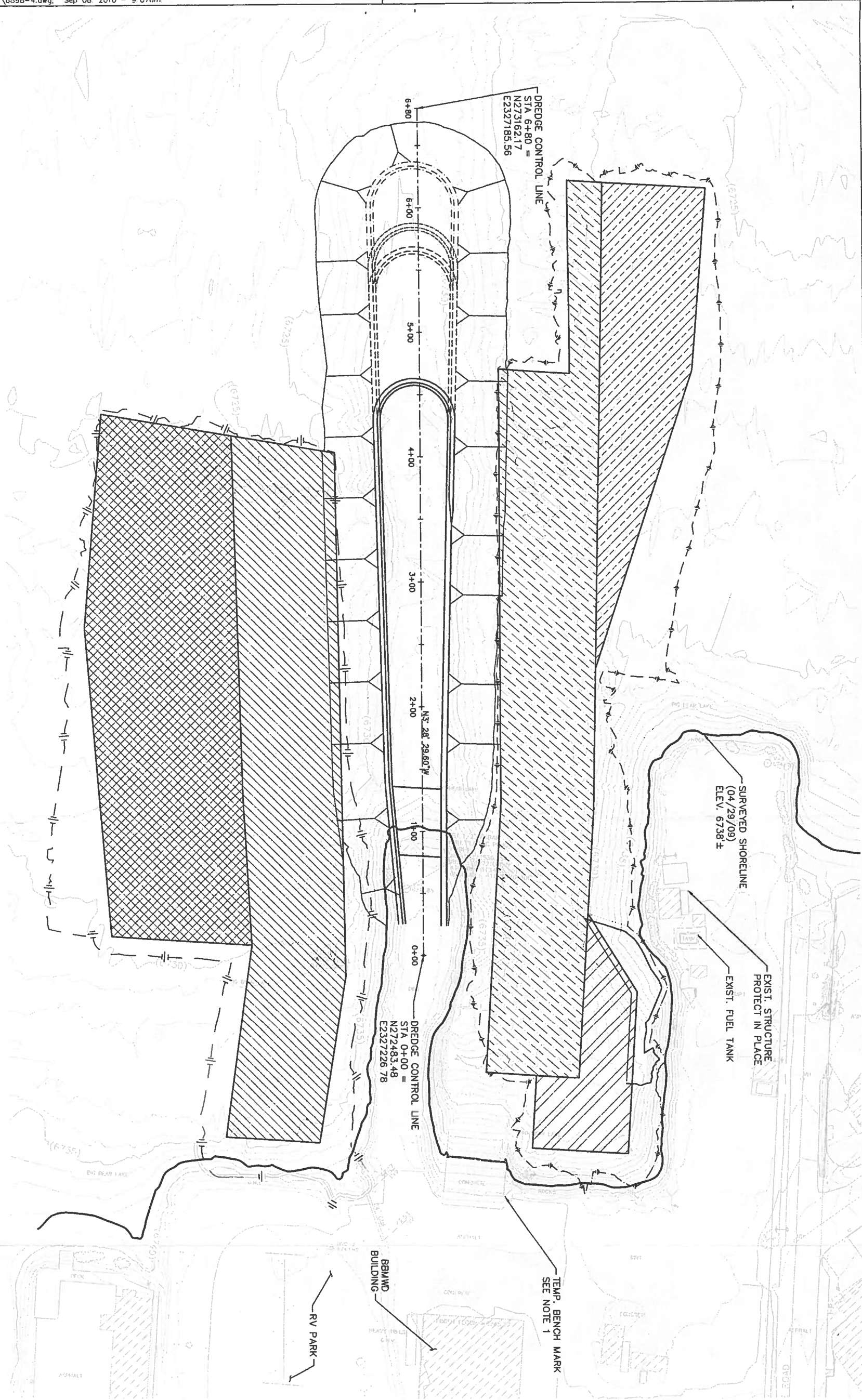
DISCUSSION/FINDINGS:

Moffatt & Nichol have completed engineering plans and drawings for the Big Bear Marina deepening project. Attached Sheet 4 from their plans shows the five potential marina dredge areas. During the Board workshop earlier in the year MWH advised that the District would save money by incorporating the marina deepening project in a Lake wide program EIR instead of preparing separate CEQA documents for individual dredge projects. At that time the Board decided to pursue a program approach for satisfying CEQA. Based on conversations with the Board and Staff MWH has prepared a conceptual map of potential dredge project areas that might be considered in the program EIR. These elements are highlighted in a hatched pattern on the attached map. Using the input from the full Board of Directors, the Lake Improvement Committee and Staff will refine the elements and then work with MWH to prepare a detailed scope of work and budget for consideration by the Board at a later date.

OTHER AGENCY INVOLVEMENT: None

FINANCING: None

Submitted by: Scott Heule, General Manager

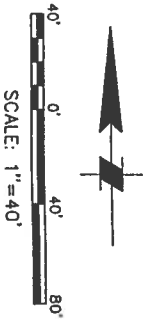


NOTE:

1. TEMPORARY BENCHMARK: SET CHISELED SQUARE IN CONCRETE FOUNDATION OF EASTERLY GATE POST TO BOAT RAMP, 99.5 FEET NORTH OF BMWWD BUILDING. ELEVATION = 6742.92
2. BATHYMETRY SURVEY CONDUCTED BY AQUATECHNEX IN APRIL 2009.
3. COORDINATES IN NAD 27, ZONE 5 (FEET)
4. ELEVATIONS SHOWN IN MEAN SEA LEVEL
5. DREDGE DEPTH RELATIVE TO SPILLWAY DATUM
6. SPILLWAY DATUM ELEVATION 6743.2' MSL

LEGEND:

- DREDGE AREA 1
- DREDGE AREA 2
- DREDGE AREA 3
- DREDGE AREA 4
- DREDGE AREA 5



NO.	REVISION	BY	DATE

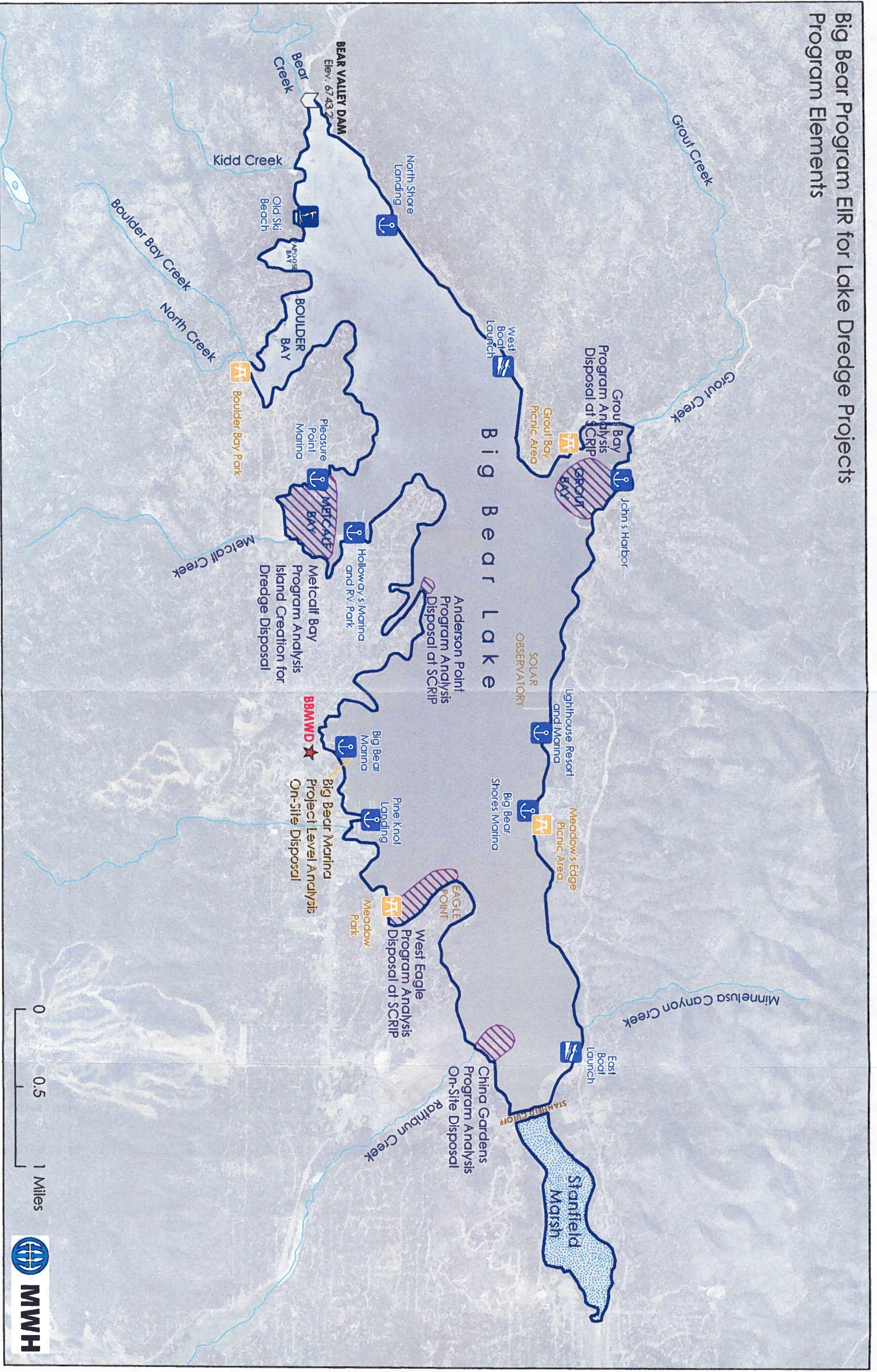


MOFFATT & NICHOL		SAN DIEGO, CALIFORNIA	
DESIGNED BY	DB	CHECKED BY	AL
DRAWN BY	DB	IN CHARGE	AA

BIG BEAR MUNICIPAL WATER DISTRICT		SCALE	DATE
BIG BEAR LAKE MARINA DEEPENING		AS NOTED	08/31/2010
SURVEY AND CONTROL INFORMATION		SHEET	4
		TOTAL	12

100% SUBMITTAL

Big Bear Program EIR for Lake Dredge Projects Program Elements



**BIG BEAR MUNICIPAL WATER DISTRICT
REPORT TO BOARD OF DIRECTORS**

MEETING DATE: OCTOBER 7, 2010

AGENDA ITEM: 6B

SUBJECT:

CONSIDER APPROVAL OF CONSULTANT AGREEMENT FOR SIMON WONG ENGINEERS TO PREPARE PLANS, SPECIFICATIONS, AND COST ESTIMATE FOR THE REPLACEMENT DAM SERVICE BRIDGE CONSTRUCTION PROJECT

RECOMMENDATION:

Caltrans has been asked to prepare a written commitment to fund the construction of a replacement service bridge on the dam. The General Manager recommends that the Board authorize Simon Wong Engineers to prepare plans, specifications and cost estimate for the bridge providing a funding commitment from Caltrans is received prior to the Board meeting.

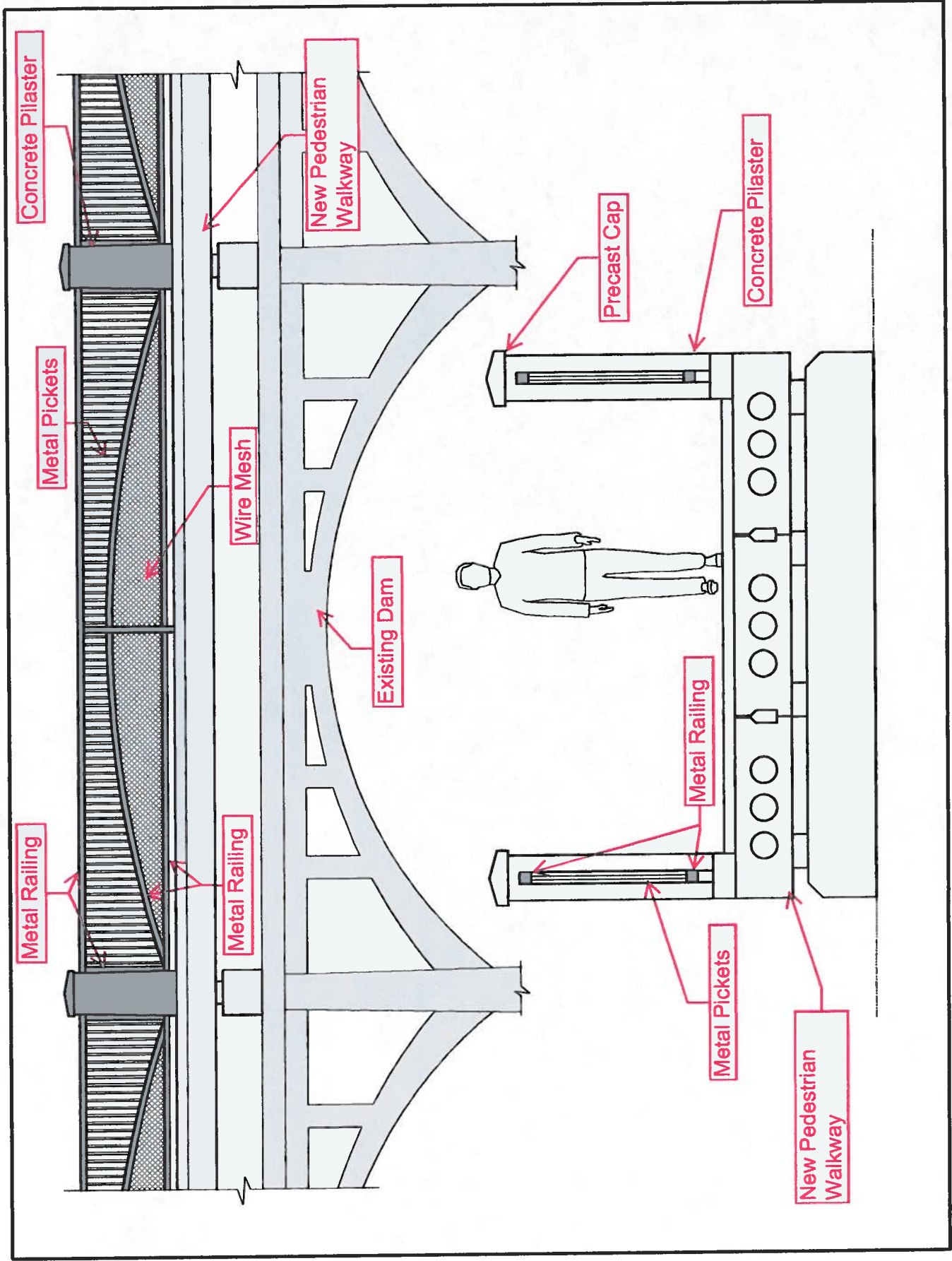
DISCUSSION/FINDINGS:

The District has been in negotiations with Caltrans for several years to secure an agreement that describes their commitment to funding the cost of a replacement service bridge on the dam after the old highway bridge is removed. In anticipation of an agreement the District has already completed preliminary engineering design work to identify the basic construction type and has evaluated possible railing designs. The basic service bridge design will include a 12-foot wide pre-stressed pre-cast concrete deck. An architectural railing design already approved by Caltrans, includes concrete pilasters above each dam buttress and wire mesh and vertical steel pickets between (see attached). Caltrans has reviewed and cleared the replacement bridge construction for the appropriate State and Federal environmental regulations. In response to requests by Staff Simon Wong Engineers has prepared the attached proposal in the amount of \$138,000 (excluding \$4,500 for additional railing alternatives that has already been completed), for detailed engineering design services, including preparing plans, specifications and a cost estimate that will satisfy Caltrans requirements. The proposed scope of work includes construction support but not construction inspection. Simon Wong Engineers estimates they will need about 12 weeks to complete their work. At the 65% design drawing stage the plans will be discussed in person with Division of Safety of Dams engineers in Sacramento in hopes of expediting their review and approval process. Providing all schedules go well, the replacement service bridge could be under construction by February 2011.

OTHER AGENCY INVOLVEMENT: Caltrans, Division of Safety of Dams and US Forest Service

FINANCING: Funding for this work will come from the Dam Repair Fund. In Fiscal Year 2009-10 the District budgeted \$40,000 from the Dam Repair Fund for this work but only spent \$4,500. In the current Fiscal Year (2010-11) the District budgeted \$100,000 for this effort.

Submitted by: Scott Heule, General Manager



Concrete Pilaster

Metal Pickets

Metal Railing

Wire Mesh

Metal Railing

New Pedestrian Walkway

Existing Dam

Precast Cap

Concrete Pilaster

Metal Railing

Metal Pickets

New Pedestrian Walkway

CONSULTANT AGREEMENT

As of October 7, 2010, the **Big Bear Municipal Water District**, hereinafter called "Big Bear," and Simon Wong Engineering, hereinafter called "Consultant," agree as follows:

Section 1. Purpose

Under this Agreement, the Consultant shall provide the Advanced Planning Studies for the pedestrian bridge that is to be supported on the existing Bear Valley Dam structure.

Section 2. Services

The Consultant shall, in good workmanlike and professional manner, furnish the technical, administrative, professional and other labor, supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

Section 3. Consideration

(a) The District shall compensate Consultant on a fixed fee basis, contingent on satisfactory performance of the work. The aggregate payments under this Agreement shall not exceed \$138,000 (excludes \$4,500 for additional railing alternatives).

(b) The Consultant shall complete and submit an invoice showing date of work, description of work performed, amount of invoice and supporting documentation. The District shall pay the Consultant within thirty (30) days of invoice being submitted.

Section 4. Term

This Agreement shall commence on the date above written, and shall continue until completion of the services described above. Either party may terminate this Agreement on thirty (30) days' written notice.

Section 5. Ownership of Data, Reports, and Documents

The Consultant shall deliver to the District on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the District. If the District uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The

District may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

Section 6. Subcontracts

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the District. Except as otherwise specifically approved by the District, the Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to the District by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between the District and any subcontractor with respect to services under this Agreement.

Section 7. Independent Contractor

The Consultant is an independent contractor, and not an employee of the District.

Section 8. Indemnification

Consultant shall defend, indemnify, and hold harmless the District, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents.

Section 9. Insurance

(a) The Consultant shall procure and maintain, for the duration of this Agreement insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.

(b) The Consultant shall provide the following coverages:

(1) Commercial general liability insurance written on an occurrence basis in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit.

(2) Business automobile liability insurance insuring all owned, non-owned and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance with the statutory Workers' Compensation limits as required by the Labor Code of the State of California, and \$1,000,000 per accident for bodily injury and disease Employers Liability. The Consultant and all subcontractors shall cover or insure all of their employees working on or about the construction site regardless of whether such coverage or insurance is mandatory or merely elective under the law.

(c) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial general liability and automobile liability:

(i) The District and its Board Members, officers, employees, agents and volunteers are added as insured;

(ii) The Consultant's insurance shall be primary insurance as respects the District, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the District shall be excess of the Consultant's insurance and shall not contribute to it.

(iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the District, its Board Members, officers, employees, agents and volunteers.

(iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the District, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the Consultant.

(v) The policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the District under such policies. The Consultant shall be solely responsible for deductible and/or self-insured retention and the District, at its option, may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the District.

(vi) Prior to start of work under this Agreement, the Consultant shall file with the District evidence of insurance as required above from an insurer or insurers

certifying to the required coverage. The coverage shall be evidenced on an ACCORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of form ISO 2009 required in above shall be attached to the Certificate of Insurance at the time it is filed with the District. Should the required coverage be furnished under more than one policy of insurance, the Consultant may submit as many certificates of insurance as needed to provide the required amounts. In the event the Certificate furnished by the Consultant does not adequately verify the required coverage, the District has the right to require the Consultant to provide copies of the specific endorsements or policy provisions actually providing the required coverage. The District reserves the right to require certified complete copies of any insurance coverage required by this Agreement, but the receipt of such policy or policies shall not confer responsibility upon the District as to sufficiency of coverage.

(2) All Coverages: Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be canceled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Office Manager.

(d) All insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

(e) The Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. The Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by the District.

Section 10. Integration

This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 11. Governing Law

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California.

Section 12. Attorney Fees

The prevailing party in an action or proceeding arising from or related to this Agreement shall be entitled to recover actual attorney fees, expenses and costs incurred as part of the action or proceeding.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Big Bear Municipal Water District

By: _____
Scott Heule, General Manager

APPROVED:
Simon Wong Engineering

By: _____
James Frost, P.E., Vice President

Attest:

By: _____
Vicki Sheppard, Board Secretary



April 2, 2010

Big Bear Municipal Water District
P.O. Box 2863
40524 Lakeview Drive
Big Bear Lake, CA 92315

Attention: Scott Heule

SUBJECT: BEAR VALLEY MAINTENANCE ACCESS BRIDGE – FINAL DESIGN

Dear Scott:

Simon Wong Engineering (SWE) appreciates this opportunity to present our proposal for final design of the Bear Valley maintenance access bridge located on the dam of Big Bear Lake. This bridge will replace the roadway bridge currently located on the dam and will provide access for light maintenance vehicles.

Attached is our Scope of Work and fee schedule for engineering services. Based on the information provided in your letter dated January 8, 2010 and in our Advance Planning Study Report (January 2009) and Railing Study (March 2009), we understand that the bridge will be a 10-span precast prestressed voided slab structure approximately 352 feet long and 12 feet wide. We have assumed that the abutments will be supported on spread footings pending recommendations by the project geotechnical engineer. We understand that this project will be constructed as a change order to the roadway bridge replacement project being administered by Caltrans.

We look forward to working with you on this project and developing a bridge that we can all be proud of for many years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "James Frost", is written over a horizontal line.

James Frost, P.E.
Vice President

JF:rmc
Attachment

**SIMON WONG ENGINEERING COMPANY
SCOPE OF ENGINEERING SERVICES**

PROJECT: BEAR VALLEY MAINTENANCE ACCESS BRIDGE – FINAL DESIGN
CLIENT: BIG BEAR MUNICIPAL WATER DISTRICT
DATE: April 2, 2010

I. PROJECT DESCRIPTION

The proposed maintenance access bridge is located at the existing State Route 18 bridge span over the Bear Valley Dam at Big Bear Lake in San Bernardino County, California. The dam was constructed in 1911 and originally had a narrow walkway that spanned the buttresses of the dam. Later, in 1924, the State Route 18 Bridge was built on the dam over the existing walkway. Caltrans is planning a new highway bridge downstream from the dam to replace the existing highway bridge. The existing State Route 18 vehicular bridge over the dam is scheduled to be removed by Caltrans and the new maintenance access bridge will be built in its place.

The total length of the new precast, prestressed concrete slab structure is approximately 352 feet with ten 32-foot-long interior spans and two 16-foot-long end spans. The total width is 12 feet to accommodate an H-10 maintenance vehicle. Bridge rails, composed of metal vertical pickets, will have a minimum height of 4 foot 6 inches above top of deck and will be hinged at the downstream side to allow for crane access to the dam outlet. An alternative railing consisting of concrete pilasters and steel railing elements will be investigated and detailed during the preliminary phase for BBMWD and Caltrans review and selection. Five staggered lighting standards will be provided.

The bridge deck will be designed based on Memo to Designers 8-2 for Zone III climate conditions. This will result in lower allowable tensile stresses and epoxy coated reinforcement.

Our Scope of Work includes: bridge design, trail tie-ins, topographic field surveys, lighting design, and construction support services.

II. SCOPE OF WORK – FINAL DESIGN

Final Design

1. Coordinate with Big Bear Municipal Water District and Caltrans to confirm the project design criteria, geometry, railing type, lighting type, and bid package format.
2. Develop one additional bridge railing alternative consisting of concrete pilasters and steel railings. This alternative will be presented to the BBMWD and Caltrans with an elevation view similar to the graphics used for the Bridge Railing Study (dated March 27, 2009) along with a preliminary estimate of cost. SWE will proceed with the design based on the selected railing alternative.
3. Obtain aerial topographical mapping, base files, project horizontal and vertical control, right-of-way, and existing utility data from Caltrans.

4. Provide topographical field surveying to tie in dam buttress at the bridge supports, trail tie ins and overhead electrical lines. This information will be assembled into a project base map to be used for the layout of the maintenance bridge.
5. Coordinate with the Caltrans project geotechnical engineer to incorporate recommended foundation types and seismic design parameters. Seismic design will be limited to the access bridge and support pedestals. Seismic evaluations for the existing dam are not included assuming the replacement bridge will result in a reduction in the seismic forces transferred from the bridge to the dam.
6. Prepare final bridge design based on the latest AASHTO LRFD Bridge Design Specifications with amendments by Caltrans.
7. Prepare approach trail alignment, grading plans for the approaches and lighting plans. Electrical points of connection will be coordinated with Big Bear Municipal Water District and we have assumed that we will not be required to develop new meter service. Grading plans will be limited to minor grading required to tie-in the approach trail to the bridge ends up to 50 feet on either side of the bridge. We have assumed that temporary and permanent water quality issues will be addressed through the Caltrans bridge contract.
8. Prepare bridge, approach trail, and lighting plans in Microstation format and submit one digital (PDF) and one reproducible hard copy for the 65%, 90%, and 100% submittals.
9. Provide bridge technical special provisions based on Caltrans Standard Specifications and Standard Special Provisions.
10. Prepare bridge quantities, final engineer's estimate of probable cost, and bid item list.
11. Perform an independent check of the structural calculations, plans, specifications, and estimate.
12. Complete a quality control review in accordance with Simon Wong Engineering's quality control plan.
13. Submit calculations and plans, specifications, and estimate (PS&E) package to Big Bear Municipal Water District for agency processing and approval.
14. Respond to comments, make necessary revisions, and resubmit if necessary.
15. Attend up to four (4) project meetings in the Big Bear or San Bernardino area.

III. SCOPE OF WORK - CONSTRUCTION SUPPORT

1. Attend pre-construction meeting.
2. Provide assistance to the Caltrans Contractor and Big Bear Municipal Water District for interpretation of the bridge plans.
3. Review Contractor's precast slab shop drawings submittal for compliance with contract plans and specifications.
4. Attend up to two (2) construction meetings.
5. Review and respond to RFIs.

IV. ITEMS NOT INCLUDED

The following items of work have not been included in our fee proposal for this project:

1. Existing dam evaluations for pedestrian service and seismic loading
2. Bridge removal plans and specifications
3. Alternatives analysis and studies
4. Grading plans other than for the trail approaches up to 100 feet in length on each side of the bridge
5. Utility location, coordination, and design
6. Environmental documentation and permitting
7. Landscape plans
8. Agency submittals, processing, and fees
9. Geotechnical investigation and recommendations
10. SWPPP, SWMP, and BMP design
11. Boundary survey, easement studies, and title documents

V. INFORMATION TO BE PROVIDED BY OTHERS

The following background and supporting information will be required to complete the final bridge design:

1. Environmental constraints and documents
2. Geotechnical investigation and recommendations (assumed by Caltrans)
3. Horizontal alignment and vertical control, tie-in points, and electronic files for the project base sheets near the dam area
4. Final plans for the adjacent highway bridge and removal plans for the existing bridge

VI. ENGINEERING SCHEDULE

After receipt of notice to proceed and the required design information, the final PS&E for this bridge will require approximately **12 weeks** to complete. Time for agency and client review of submittals is not included in this schedule.

VII. CONSULTANT COMPENSATION

The fees listed below are based on the information provided. If the course of the project changes from that described within this scope and fee document, the fees shown will no longer be applicable. Fees for the design services tasks will be provided on a fixed-fee basis with charges billed monthly based on our estimate of the percent complete. Fees for construction support services will be provided on a time and materials basis with a not-to-exceed limit shown below:

DESIGN SERVICES

<u>Task</u>	<u>Amount</u>
Additional Railing Alternative	\$4,500
Final Design – Bridge PS&E (Fixed-Fee)	\$116,800
Construction Support (Time and Materials)	\$21,200
<hr/>	
Total	\$142,500

The fee shown above is valid for one year from the date of this proposal. Work remaining after the one-year period would be invoiced with an escalation rate of 5% each year beyond the initial year. The fee shown above does not include this potential cost.

Reimbursable expenses including certificates of insurance, additional insured coverage, reproduction, printing, plotting, delivery services, and overnight shipping will be billed at our cost plus 10 percent and have been included in the fee shown above.

Services required for the design of items not covered by this scope of work or which are a result of unforeseen circumstances or changes in scope of work would be considered as extra work and are not included in the fee shown above.



SCHEDULE OF FEES

January 2010

HOURLY CHARGES

PRINCIPAL ENGINEER	\$235.00
PROJECT MANAGER	\$180.00
SENIOR STRUCTURAL/BRIDGE ENGINEER	\$173.00
SENIOR ENGINEER I	\$165.00
SENIOR ENGINEER II/PROJECT ENGINEER	\$142.00
ASSOCIATE ENGINEER I	\$125.00
ASSOCIATE ENGINEER II	\$118.00
ASSISTANT ENGINEER	\$99.00
ENGINEERING INTERN	\$68.00
SENIOR TECHNICIAN	\$145.00
SENIOR CADD TECHNICIAN	\$100.00
CADD TECHNICIAN	\$83.00
CLERICAL	\$72.00
CONSTRUCTION MANAGER	\$180.00
RESIDENT ENGINEER	\$165.00
SENIOR INSPECTOR I	\$142.00
SENIOR INSPECTOR II	\$122.00
INSPECTOR	\$105.00
VE CONSULTING	\$235.00

Hourly charges include provisions for normal overhead costs such as fringe benefits, office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Mileage shall be reimbursed at a rate of 50 cents per mile or as agreed to with the client on a monthly basis. All other costs shall be reimbursed at a rate of cost plus 10%. Rates shown are valid through December 31, 2010. Rates for inspectors are not based on Prevailing Wage projects.